UNITED STATES DISTRICT COURT
for the Eastern District of Virginia
Alexandria Division

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| FREDERICKA W. GREENE,<br>529 Burnt Factory Road<br>Stephenson, Virginia 22656<br>Plaintiff | * * * * * | |
| v. | * | Case No.: _______________ |
| AETNA LIFE INSURANCE COMPANY,<br>SERVE: CT CORPORATION SYSTEM<br>4701 Cox Road<br>Suite 285<br>Glen Allen, Virginia 23060<br>Defendant | * * * * * * * * | |

***COMPLAINT***

COMES NOW the Plaintiff by Counsel and in support of her Complaint states as follows:

1. This Complaint for Declaratory Judgment is brought for the construction and interpretation of a life insurance policy issued to James C. Greene (hereafter referred to as "the Decedent") on or about March 19, 2016 by the Defendant, Aetna Life Insurance Company (hereafter referred to as "Aetna").

2. Aetna is a Connecticut corporation with its principal place of business in Hartford, Connecticut.

3. The Plaintiff is the wife of the Decedent. The Decedent at all times relevant hereto resided in Fauquier County and was a citizen and resident of Virginia at all times relevant hereto. The Plaintiff at all times relevant hereto has been a citizen and resident of Virginia.

4. Fredericka Greene and the Decedent were married on March 20, 2004. There were no children born of the marriage.

5. A copy of the above-referenced policy attached to Aetna's denial letter is attached hereto as Exhibit 1.

6. This Court has jurisdiction over the parties and the subject matter pursuant to 28 U.S.C. § 1332 based on diversity of citizenship and on the fact that the amount in controversy exceeds $75,000.00 exclusive of interest and cost.

7. Venue is appropriate in this federal district and in this division pursuant to 28 U.S.C. § 1391 and Local Rule 3(C) in that the Defendant, Aetna has multiple offices in the Northern Virginia area that is part of this division and the Decedent at all times relevant hereto lived within this division.

8. This Court has jurisdiction to issue declaratory judgments as to the rights and obligations of the parties pursuant to the Declaratory Judgment Act at 28 U.S.C. § 2201.

9. On or about March 19, 2016 the Defendant issued to the Decedent life insurance coverage through a group policy with the group policy holder being Washington Metropolitan Area Transit Authority, group policy #399334.

10. On March 19, 2016 the Decedent did complete a Designation of Beneficiary form attached hereto as Exhibit 2.

11. Thereafter the Defendant in an undated form (Exhibit 3) through its Beneficiary Management Office communicated with the Decedent that they were returning the original of the Designation of Beneficiary form because the alterations to the form needed to be initialed and because the primary beneficiaries did not add up to one hundred percent (100%). Within that same form Defendant stated that "In order to have a valid designation on file;" the Decedent needed to return the corrected form within thirty (30) days.

12. The Decedent never did return the corrected form to the Defendant.

13. The Decedent was involved in a fatal motorcycle accident, not job related, on August 15, 2016 resulting in his death on that date.

14. The policy provides that if no beneficiary has been named then payment will be made to the surviving spouse which in this case is the Plaintiff.

15. Aetna has taken the position that the Plaintiff is only a one percent (1%) beneficiary under the terms of the policy and has issued a check to her in that amount. This check has not been negotiated or accepted by the Plaintiff. Aetna has issued the balance of the policy proceeds to Robert R. Greene.

16. Under the terms of the policy there was no valid beneficiary designation as stated by the Defendant itself in Exhibit 3. Under the terms of its policy if there is no beneficiary designation then by default the proceeds pass to the surviving spouse.

17. If the Defendant is taking the position that there needed to be an amendment to the beneficiary designation because of the alteration to the Designation of Beneficiary form and/or because the primary beneficiaries did not add up to one hundred percent (100%) then the Decedent clearly did not substantially comply with that requirement since he had not done anything to effect the amendment.

WHEREFORE these premises considered the Plaintiff requests that this Court declare that either there is no valid beneficiary designation, in which event the entire policy proceeds should be made payable to the Plaintiff or in the alternative if there was a need to effect an amendment in the Beneficiary Designation form, there has not been substantial compliance by the Decedent in that regard and therefore there likewise is no valid beneficiary designation under the terms of the policy and therefore the policy proceeds pass to the surviving spouse.

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